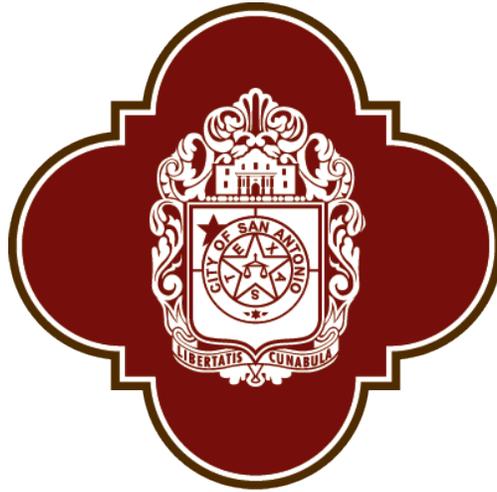


CITY OF SAN ANTONIO

HUMAN RESOURCES DEPARTMENT



**REQUEST FOR PROPOSAL
("RFP")**

RFP 16-031

for

**Third Party Administrator for Medical Plans, Pharmacy &
Spending Accounts**

Release Date: Wednesday, February 17, 2016

Proposals Due: Wednesday, March 30, 2016

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist, or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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003 - BACKGROUND

The City of San Antonio (hereinafter referred to as "City") operates as a Council/City Manager form of government with an organization structure consisting of a City Manager, Assistant City Managers, and Department Directors all of whom are responsible for the daily operations of over thirty-eight (38) departments and over 11,000 employees. The Council is composed of a mayor, elected by majority vote, and ten (10) single district council members. The City Manager is appointed by the City Council and serves as the City of San Antonio's Chief Executive Officer.

The City's health and welfare benefit plans are intended to qualify as a cafeteria plan within the meaning of IRS Code Section 125. To the extent provided the plan provides for the pre-tax payment of insurance premiums and contributions to spending accounts that is excludable from gross income under Code Section 125, reimbursement of certain medical expenses that is excludable from gross income under IRS Code Section 105(b) and reimbursement of certain dependent care expenses that is excludable from gross income under IRS Code Section 129.

The City is committed to providing comprehensive quality health care benefits to our employees while effectively managing costs. The City's current contract for the administration of medical services including pharmacy, FSA/HSA spending accounts, COBRA and disease management expires on December 31, 2016.

The City currently administers eligibility and enrollment for health insurance coverage and integrated pharmacy coverage for approximately 6,000 full time civilian employees, 4,000 uniformed employees and 400 retirees. The total lives covered under the health insurance plan are approximately 26,000 which include spouses/domestic partners and dependent children. Full time Civilian employees are offered medical plans which include two self-funded PPO medical plans: one consumer directed health plan with a Health Savings Account and one traditional PPO plan. Employees also have the option to waive medical coverage. Active full time Civilian employees and non-Medicare eligible retirees are offered the same medical and pharmacy plan choices. Medicare eligible retirees are offered fully insured Medicare Advantage plans through a separate vendor.

Uniformed employees are provided a self-funded preferred provider option (PPO) plan that is negotiated through the collective bargaining process.

Exhibit 8 represents the plan designs in place at the time of the issuance of this Request for Proposal and is subject to change based on future plan design decisions made by the City. The City's plan year is on a calendar year basis; however, the City's fiscal year is from October 1st through September 30th.

004 - SCOPE OF SERVICE

The City desires a company with broad knowledge and experience as a third party administrator that offers sophisticated and innovative tools and resources for the administration of the City's medical plans, pharmacy plan, FSA/HSA spending accounts, robust provider network for physicians and facilities within San Antonio and outside Texas, case management programs for high cost claimants and a disease management program that can be controlled by adherence, and proven options for reducing high costs associated with out-of-network services. The City is looking for one or two vendor(s) as follows:

- Third party administration of medical claims processing and payment, provide robust provider network, provide case and disease management for catastrophic and chronic disease, FSA, HSA and COBRA administration only.
- Third party administration of medical claims processing and payment, provide robust provider network, provide case and disease management for catastrophic and chronic disease, FSA, HSA, COBRA administration, and pharmacy benefit management.
- Pharmacy benefit management services only.

The City's plan year for benefit programs is on a calendar year basis, and the City's fiscal year is from October 1st through September 30th. The successful Respondent will be an integral member in the developing medical claims financial plan during the budget process, typically beginning in May through presentation of the City's proposed budget to City Council in August. During this period, the successful Respondent will be required to provide additional support to include, but not limited to costing for plan design scenarios, claim utilization reports and medical claims trending analysis to support organization goals of delivering quality health care at affordable costs. The City is seeking proposals for the administration of the following services:

Third Party Administration services for Medical plan claims processing, Flexible Spending account, Health Savings Account, COBRA and Pharmacy Benefit Management

TPA services for self funded medical program for four medical plans for four employee groups: civilian, non-Medicare eligible retired employees, Police and Fire employees to include the following:

Medical plan claims processing

Respondent must designate a key implementation account manager who shall be accountable for the overall success of plan. Account manager must be experienced, knowledgeable and readily accessible and have access to each department such as enrollment, billing, claims, medical review, setup/implementation etc. Respondent is to provide cost efficient medical claim processing, exceptional customer service, and timely and accurate reporting. Respondent will be required to generate the necessary account structure changes quickly to facilitate annual benefit plan design changes, produce identification cards prior to January 1, and produce updated Summary Plan Descriptions, and Summary of Benefit and Coverage.

The City will require the account structure to accommodate set up for the thirty-eight City of San Antonio departments to facilitate reporting of claims by department. The City's benefit consultant may require online accessibility to claims data for reporting purposes.

The plan is self-funded and solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers or non-network Providers. The Respondent will be responsible for opening and maintaining a bank account to provide for payment of medical claims. The City will maintain an agreeable balance in the account and comply with transfer provisions. The City prefers to self-bill for payment of administrative fees.

Respondent will provide monthly claims utilization reports including standard reports and customized reports on demand in a format satisfactory to the City. The City's standard reports and documents will include, but not limited to the following: subrogation reports, report of large claimants with diagnosis and prognosis, utilization reports, claims reports including total claims received, processed claims and paid claims, medical claims savings report, top diagnosis by plan, member census reports and lag report, and annual IBNR. The City will also require online access to payment and financial reports.

Respondent to administer cost containment measures including options for adjudicating out-of-network services. Respondent to provide claims reviews for medical necessity, perform coordination of benefits annually, overpayment recoveries, third party subrogation, fraud investigations, and internal claims audits.

Respondent must maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA; offer integration of systems (claim, provider network, utilization review) and provide web access to plan participants that allows for claim status, provides information on current health issues, and offers various customer service functions.

Respondent must operate in such a manner to provide accurate and expedient online access for all employee inquiries provide timely response to inquiries from plan participants and providers of service regarding eligibility and status of claim, correspondence, payment and any other information requested by such parties in a manner that will limit the City's involvement in day-to-day inquiries.

Respondent to respond to appeals as follows: 1st Pre-Service Level Appeal – Respondent provides; 2nd Pre-Service Level Appeal – the City provides; 1st post-service level appeal – Respondent provides; 2nd post service level appeal – the City provides with assistance from Respondent. Respondent provides list of External Review Organizations and assists members with filing a claim.

Provider Networks

The use of a preferred provider should result in reduced out-of-pocket expenses to the covered person and the City. Respondent to provide a listing of preferred providers to members by phone or electronically.

The City desires to utilize a robust preferred provider network with focus on physicians and facilities within San Antonio, TX and includes in network coverage for employees and retirees residing outside of Texas. The Respondent is required to conduct a disruption analysis using zip codes that are provided in Exhibit 9 and discuss results with the City. Respondent to generate provider reports to calculate the accurate percentage of savings for payment to the networks excluding any non-eligible charges.

Respondent will provide the City with monthly updates regarding changes to the hospitals and medical groups and have the ability to notify members in advance of changes.

The City is also interested in reviewing a narrower network for potential savings and Accountable Care Organization/Managed Care options.

Administration of FSA claims processing

Respondent to process claims for health care and dependent care spending accounts in compliance with IRS Section 125. Respondent must maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA; offer integration of systems that facilitates use of debit card and/or to receive explanation of benefits from medical carrier for automatic processing. Respondent must provide web access to plan participants that allows for claim status and balance inquiry. Respondent must assist the City with biweekly reconciliation of liability account. Respondent to provide monthly report of monthly pledge amount, dollars contributed, claims paid and balance remaining. The City will require an annual report of any forfeiture.

Administration of HSA processing

Respondent will receive electronic contribution data from the City on a bi-weekly basis. Employee Account must be funded consistent with payroll deadlines. Respondent will accept the City funds via ACH and/or secure wire option. Respondent required to provide monitoring of IRS limits for individual and family levels. Respondent will generate enrollment packet for enrollees and monitor enrollment and account setup. Respondent must maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA.

COBRA Administration

Respondent will provide administration of COBRA services in compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985 to include distribution of initial COBRA notice, COBRA election notice to eligible employees and members, and communication with external vendors for enrollment, billing and collection services. Respondent will be responsible for generating communications and enrollment materials for annual open enrollment. Respondent will provide real-time web access of participant status to the City staff.

Case and Disease Management Services

Respondent to provide case management services for high cost claimants, transplants, cardiovascular, cancer, end stage renal failure, and at risk pregnancy. The City is interested in reviewing care coordination services for other high cost treatment services in addition to those that may not be included above.

Respondent to conduct predictive modeling at least biannually using the City's claims data to identify at risk individuals and offer proactive programs to manage associated costs.

Catastrophic/large case management potential case management members shall be identified through the claim adjudication process. Monthly reporting of such cases should be provided to the City to include, employee group, diagnosis; and aggregate medical costs including pharmacy costs.

Pharmacy Benefit Management (PBM)

The City of San Antonio will consider Pharmacy Benefit Management (PBM) as part of services of medical claims vendor or as a standalone PBM vendor. Respondent must provide a national broad network of pharmacies. Respondent to administer pharmacy program that includes coverage for four tiers; generic, formulary, brand and specialty drugs. The City is interested in reviewing cost saving options associated with compound and specialty drugs. The City is interested in evaluating pharmacy rebate considerations and discount fees for retail and mail order fees for generic, brand drugs and dispensing fee for retail service.

If the City contracts for a separate PBM services as described herein, respondent must provide a plan for integration of data to assure accurate processing based upon plan designs, comprehensive claims utilization review, and care coordination and large case and disease management.

Respondent to provide real time web-based access to provider network for participants. Respondent will need to provide formulary changes to impacted members 60 days in advance of change.

Respondent to coordinate healthcare intervention services for participants with chronic conditions. Please describe in detail these services.

The Respondent shall provide at no additional cost to the City, the following prescription benefit services:

- Retrospective Drug Utilization Review (RDUR)
- Drug Interaction Edits
- Over Utilization Review
- Therapeutic Duplication Monitoring
- Clinical Prior Authorization Program
- Step Therapy Program
- Specialty Pharmacy

Respondent to provide monthly claims utilization reports including standard reports and customized reporting on demand in a format satisfactory to the City. The City standard reports and documents which result from its services to the City, including but not limited to the following:

- Specialty pharmacy
- Top 25 drug utilization by class
- Over utilization review for pharmacy
- Member census reports

Claim Reports including total claims received processed claims and paid claim. Respondent to provide to the City and impacted members with notification of any changes to pharmacy drug lists as such occurs.

All Respondent will be expected to provide bilingual customer service representative for members. Respondent to provide audited financial statements and a report on the processing of transactions as required by Statement on Auditing Standards Soc II, Type II. These reports must be prepared by an independent auditor and provided each year.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or, alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement, assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit.

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim, the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of the

City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without the City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is five (5) years. The City shall have the option to renew under the same terms and conditions for **two (2) additional, one (1) year extensions**. All renewals shall be in writing and signed by the Director, or their designee, without further action by the San Antonio City Council. However, the City may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of the City's budget for each fiscal year.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the **City of San Antonio, Finance Department, Purchasing Division Hill Country Conference Room, Riverview Towers, 111 Soledad, Suite 1100, San Antonio, Texas 78205 at 10:00 AM Local Time on Thursday, February 25, 2016**. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. The City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The City of San Antonio, Finance Department, Purchasing Division Hill Country Conference Room is wheelchair accessible. The accessible entrance is located at 111 Soledad. Accessible parking spaces are located at the Rand Garage, next door to the Riverview Towers. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: (877) 226-9790
Access Code: 4511640

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

When submitting a hard copy proposal, submit one **(1)** original, signed in ink, fifteen **(15)** hard copies of the proposal and one **(1)** compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal submitted. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

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EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule(s) that is found in this RFP as Attachment B-1 and B-2.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFP as Attachment E.

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM – Complete, sign and submit LPP Identification Form found in this RFP as Attachment F.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE IDENTIFICATION FORM – Complete, sign and submit VOSBPP Identification form found in the RFP as Attachment G.

CERTIFICATE OF INTERESTED PARTIES (Form 1295). Complete, sign, have notarized, and submit Form 1295, found in this RFP as Attachment H.

PROOF OF INSURABILITY. Should Respondent not meet the insurance requirements listed in Exhibit 2 of the RFP, please submit a letter from the insurance provider stating the provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP; if Respondent is awarded a contract in response to this RFP. Respondents shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment I. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment J.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. The City will assume that all proposals received are based on the final version of the RFP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Proposals must be submitted in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one (1) original, signed in ink, fifteen (15) hard copies and one (1) copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**HR – Third Party Administrator for Medical Plans, Pharmacy & Spending Accounts**" as well as the proposal number on the front of the package.

Proposals must be received in the Office of the City Clerk **no later than 11:00 AM Central Time, on Wednesday, March 30, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: **Human Resources – "Third Party Administrator for Medical Plans, Pharmacy & Spending Accounts"**

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: **Human Resources – "Third Party Administrator for Medical Plans, Pharmacy & Spending Accounts"**

100 Military Plaza

1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. Each separate section of the RFP submission should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Convention & Visitors Bureau shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 11:00 AM, Local Time, Thursday, March 3, 2016. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Laura J. Sambrano, CPPB, CTP
Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
laura.sambrano@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Mr. David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at david.rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by the City. Such negotiations, initiated by the City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (20 points)

Proposed Plan (40 points)

Price Schedule (20 points)

Small Business Economic Development Advocacy Program (SBEDA) (5 points):

- Mentorship Incentive – 5 pts

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five (5) evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For qualified joint venture respondents, **each joint venture partner must initial, sign and submit** a "Mentor Commitment Form" for the joint venture respondent to receive the five (5) evaluation preference points.

Local Preference (LPP) Ordinance (up to 10 points)

- 10 evaluation points for local businesses headquartered for **one year or more** within the incorporated San Antonio city limits,

OR;

- 5 evaluation points for a business with an office within the incorporated limit of the City, which has been established for at least one year, from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

Veteran Owned Small Business Preference Program (VOSBPP) Ordinance (5 points)

- 5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract in substantially the form as attached with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 1st floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	Wednesday, February 17, 2016
Pre-Submittal Conference	Thursday, February 25, 2016 @ 10:00 AM
Final Questions Accepted	Thursday, March 3, 2016 @ 11:00 AM
Proposal Due	Wednesday, March 30, 2016 @ 11:00 AM

RFP EXHIBITS

RFP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Respondent Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining

quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and Respondents for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the Respondent selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the Respondent or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSAs), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a Respondent submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSAs) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and Respondent compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any Respondent or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Respondent Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

M/WBE Mentor Protégé Program. In accordance with the SBEDA Ordinance, Section III. D. 6. (e), this contract is being awarded pursuant to the M/WBE Mentor Protégé Program and, if included in the CONTRACTOR'S proposal, CONTRACTOR shall comply with all requirements of the Program in accordance with CONTRACTOR's signed Mentorship Commitment Form.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, Respondents, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The

company shall provide equal opportunity for Subcontractors, Respondents and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Human Resources Department, which shall be clearly labeled "Third Party Administrator" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Human Resources Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$2,000,000 per occurrence; \$5,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Commercial Crime/Employee Dishonesty (Or Fidelity Bond in same amount)	\$2,000,000 per occurrence
6. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$5,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any

such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Human Resources Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFP EXHIBIT 6

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The City of San Antonio must comply with Texas Government Code, Chapter 2252, Subchapter Z, Section 2252.908 (the Code). The Code states that the City cannot enter into a contract with a business entity unless the contractor has submitted a Certificate of Interested Parties (Form 1295) to the Texas Ethics Commission (TEC). The requirement applies to **ALL** contracts that:

- cost over \$50,000
- and require City Council approval, and
- to any contract renewals, extensions, or amendments that must be approved by City Council.

Form 1295 must be completed on-line by the business entity. For more information on the program, refer to the CERTIFICATE OF INTERESTED PARTIES (Form 1295) as an attachment to this solicitation.

After completing the form online, the business entity will print the form, sign it in front of a notary, and submit the paper form to the City with your proposal.

RFP EXHIBIT 7

PROFESSIONAL SERVICES AGREEMENT FOR THIRD PARTY ADMINISTRATOR

This CONTRACT is entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as "**CITY**"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ passed and approved on _____, and _____ (hereinafter referred to as "**RESPONDENT**"), and acting by and through _____.

I. PURPOSE

The purpose of this CONTRACT is to state the terms and conditions under which the **RESPONDENT** will provide administration of the city's Family and Medical Leave Act program to city employees and eligible dependents.

II. SCOPE OF SERVICES

(To be determined upon vendor selection)

III. PERFORMANCE STANDARDS

(Will be negotiated further with vendor. A Performance Bond in an amount and form acceptable to the City may be required.)

- 3.1 **RESPONDENT** acknowledges and agrees that **RESPONDENT** shall provide services under this CONTRACT at a certain level with a certain degree of accuracy and timeliness. Therefore, as part of this administrative services agreement with **CITY**, **RESPONDENT** agrees to the following performance standards and administrative fee adjustments:

Performance compliance audits may be conducted at the discretion of **CITY**, but are limited to one (1) per Experience Period and to claims processed in the experience period as defined herein regardless of incurred date. If **CITY** conducts a performance audit, either party to this CONTRACT may conduct a second audit, at its own expense, by the same or another independent auditor using a different claim sample of at least equal size. Performance-related fee adjustments will then be based on the combined results. The definition of an error in these audits is subject to a good faith review by the parties to this CONTRACT. The cost of the first audit conducted by the **CITY** in any Experience Period will be paid by **CITY**. Should **RESPONDENT** fail to meet any performance expectation, **RESPONDENT** will pay the cost for all subsequent audits until **RESPONDENT** is meeting expected performance levels.

As an interim measurement, **RESPONDENT** will share a copy of its monthly internal audit results on City Plans with **CITY**. If **CITY** waives its right to an independent audit in any plan year, it retains the right to audit in all subsequent years.

- 3.2 **CITY** shall monitor, review and evaluate **RESPONDENT's** performance in accordance with the Performance Standards established in this CONTRACT. Should **RESPONDENT** fall below the established Performance Standards, **RESPONDENT** agrees to the administrative fee adjustments set out above, up to a maximum of ___%.
- 3.3 Performance Measures apply in the following areas: Administration/Implementation; Claim Operations; Customer Service.

IV. GENERAL ASSURANCES

- 4.1 **RESPONDENT** covenants and agrees to perform all services described in this **CONTRACT** in a workmanlike manner with a high degree of care to ensure accuracy and timeliness. **RESPONDENT** shall perform its services in accordance with the ordinary, reasonable standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the San Antonio, Texas area, under similar circumstances. This includes the knowledge and experience ordinarily required of a member of that profession, and includes performing the skills necessary to adequately cope with problems that arise in performing its services, which skills are not possessed by ordinary laymen.
- 4.2 **RESPONDENT** agrees to assign a dedicated unit including, but not limited to, a Supervisor/Manager who shall be responsible for the task administration and work performance for this **CONTRACT**.

4.3 **RESPONDENT** agrees to employ, at its own expense, all personnel required to perform the services described in his CONTRACT. Personnel employed by **RESPONDENT** shall neither be employees of nor have any contractual relationship with **CITY**. All **RESPONDENT** personnel engaged in providing services under this CONTRACT shall be fully qualified and shall be authorized or licensed to perform such work as required.

V. CONSIDERATION & BILLING

5.1 In consideration of **RESPONDENT's** performance hereunder, **CITY** shall pay to **RESPONDENT** as follows:

5.2 Payments to **RESPONDENT** shall be in the amount shown by the monthly billings and other documentation submitted and shall be subject to **CITY'S** approval. All services shall be performed to **CITY'S** satisfaction, and **CITY** shall not be liable for any payment under this CONTRACT for services which are unsatisfactory and which have not been approved by **CITY**. The final payment due herein will not be paid until the reports, data, and documents required under this CONTRACT have been received and approved by the **CITY**. No additional fee or charge will be assessed against the **CITY** for late payment of any amount due to the **RESPONDENT** under this CONTRACT.

5.3 **CITY** shall not be liable to **RESPONDENT** for costs incurred or performances rendered by **RESPONDENT** prior to the commencement of this CONTRACT or after its termination.

5.4 **CITY** shall not be obligated or liable under this CONTRACT to any party, other than **RESPONDENT**, for payment of any monies or provision for any goods or services.

5.5 **RESPONDENT** will maintain an account for all funds for payment and servicing of the account at the City's designated depository bank.

VI. TERM

6.1 This CONTRACT shall commence on _____, and shall terminate on _____. With at least 60 days written notice prior to expiration of the term, **CITY** may, at its sole option and through appropriate action of City Council, have the right to extend the term of this CONTRACT, under the same terms and conditions, for one (1) additional two (2) year period subject to the same notice requirement and appropriate action of its City Council. However, **CITY** may terminate this CONTRACT at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of **CITY'S** budget for each fiscal year.

VII. OWNERSHIP OF PRODUCT

7.1 **RESPONDENT** recognizes that **CITY** shall own exclusively any and all information in whatsoever form and character produced and/or maintained in accordance with this CONTRACT and shall be used as **CITY** desires without restriction. **RESPONDENT** may utilize the information produced as a result of this CONTRACT for statistical purposes only as allowed by federal or state law.

VIII. RETENTION AND ACCESSIBILITY OF RECORDS

8.1 **RESPONDENT** shall maintain at its principal administrative office adequate books and records of all transactions in which **RESPONDENT** engages with **CITY**.

8.2 The books and records must be maintained for the term of this CONTRACT to which they relate and for the five (5) year period following the end of this CONTRACT's term.

8.3 **RESPONDENT** shall maintain the books and records in accordance with prudent standards of insurance recordkeeping and all requirements of federal or state law.

8.4 **CITY**, the Texas Department of Insurance (TDI) Commissioner, the United States Department of Health and Human Services, and their designated agents shall be given access to those books and records for the purpose of examination, audit, or inspection as permitted by federal or state law.

8.5 Trade secrets, including the identity and address of policyholders and certificate holders, are confidential, except that the TDI Commissioner may use such information in proceedings instituted against the **RESPONDENT**.

8.6 **CITY** is entitled to continuing access to these books and records.

8.7 **RESPONDENT** may, at **CITY'S** option, fulfill the requirements of this Section of this CONTRACT by delivering to **CITY**, the books and records and by giving written notice to the TDI Commissioner of the location of the books and records.

IX. HIPAA COMPLIANCE

9.1 **RESPONDENT** will maintain the confidentiality of any patient-identifiable health information specifically relating to Plan Participants ("Patient Health Information") in accordance with all applicable federal and state laws and regulations, including the Privacy Rule and the Security Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be amended from time to time.

9.2 **RESPONDENT** shall comply with the electronic transmission standards, and with all other regulations as might be adopted by HIPAA.

9.3 The parties acknowledge that they are "Business Associates" as defined in Title 45, Section 160.103, of the Code of Federal Regulations. **RESPONDENT** shall abide by the terms of the Business Associate Agreement executed by the parties, attached hereto as Exhibit ___ and incorporated herein by reference.

X. PUBLICATION

10.1 In order to use any advertising relating to business underwritten and/or developed for **CITY**, **RESPONDENT** must obtain approval by **CITY** at least ten (10) business days prior to such use.

XI. NOTICE OF RESPONDENT'S CAPACITY

11.1 **RESPONDENT** shall give notice to Plan Participants of the identity of **RESPONDENT** and the relationship between **RESPONDENT** and **CITY** and the plan participant. The notice must be approved by **CITY** at least ten (10) business days prior to such distribution.

XII. AMENDMENT

12.1 This CONTRACT, together with its authorizing ordinance and its exhibits, constitutes the entire agreement between the parties. No amendment, modification or alteration of the terms of this CONTRACT shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

XIII. ASSIGNING INTEREST

13.1 **RESPONDENT** shall not assign, sell, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of **CITY**, evidenced by passage of an ordinance to that effect by the San Antonio City Council. Any such attempt at an assignment will be void *ab initio*, and shall confer no rights on the purported assignee. Should **RESPONDENT** assign, transfer, convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this CONTRACT, the **CITY** may, at its option, cancel this contract and all rights, titles and interest of **RESPONDENT** shall thereupon cease and terminate, notwithstanding any other remedy available to **CITY** under this CONTRACT. The violation of this provision by **RESPONDENT** shall in no event release **RESPONDENT** from any obligation under the terms of this CONTRACT, nor shall it relieve or release **RESPONDENT** from the payment of any damages to **CITY** which **CITY** sustains as a result of such violation.

If approved, **RESPONDENT'S** subcontractors may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any contract with **RESPONDENT** arising from or in relation to this CONTRACT, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this CONTRACT. **RESPONDENT** shall indicate this limitation in all contracts with approved subcontractors.

13.2 **RESPONDENT** agrees to notify **CITY** of any changes in **RESPONDENT'S** ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to **CITY** under this CONTRACT, any such change of ownership interest or control of its business entity may be grounds for termination of this CONTRACT at the sole discretion of the **CITY**.

13.3 In no event shall such written consent for a change of subcontractor if obtained, relieve **RESPONDENT** from any and all obligations hereunder or change the terms of this CONTRACT.

13.4 **CITY** must approve all substitutions of subcontractors to determine if the disadvantaged business enterprise goal will be decreased by substitution of a disadvantaged subcontractor with a non-disadvantaged subcontractor.

XIV. INSURANCE AND BONDING

14.1 Prior to the commencement of any work under this CONTRACT, **RESPONDENT** shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City’s Human Resources Department, Employee Benefits Division, which shall be clearly labeled “Third Party Administrative Services” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The **CITY** will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the **CITY**. The **CITY** shall have no duty to pay or perform under this CONTRACT until such certificate and endorsements have been received and approved by the City’s Human Resources Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

14.2 **CITY** reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this CONTRACT, but in no instance will **CITY** allow modification whereupon **CITY** may incur increased risk.

14.3 **RESPONDENT’S** financial integrity is of interest to **CITY**. Therefore, subject to **RESPONDENT’S** right to maintain reasonable deductibles in such amounts as are approved by **CITY**, **RESPONDENT** shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at **RESPONDENT’S** sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and rated A- (VII) or better by A.M. Best Company and/or otherwise acceptable to **CITY**, in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Commercial Crime/Employee Dishonesty (Or Fidelity Bond in same amount)	\$2,000,000 per occurrence
6. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$5,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

14.4 As they may apply to the limits required by the **CITY**, the **CITY** shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by **CITY** and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of

the parties hereto or the underwriter of any such policies). Upon such request by **CITY**, **RESPONDENT** shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

14.5 **RESPONDENT** agrees that, with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the **CITY** and its officers, employees, and elected representatives as additional insureds, by endorsement, as respects operations and activities of, or on behalf of, the named insured and performed under this CONTRACT with the **CITY**, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the **CITY** is an additional insured shown on the policy;
- **RESPONDENT'S** insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of its operations under this CONTRACT with **CITY**; and
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of **CITY**.

14.6 **RESPONDENT** provide advance, written notice directly to **CITY** of any suspension, cancellation, non-renewal or material change in coverage, and shall give such notice not less than ten (10) calendar days for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to **CITY** at the following addresses:

**City of San Antonio
Human Resources Department
Employee Benefits Division
P.O. Box 839966
San Antonio, Texas 78283-3966**

14.7 In addition to any other remedies CITY may have upon **RESPONDENT'S** failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order **RESPONDENT** to stop work hereunder, and/or withhold any payment(s) which become due, to **RESPONDENT** hereunder until **RESPONDENT** demonstrates compliance with the requirements hereof.

14.8 Nothing herein contained shall be construed as limiting in any way the extent to which **RESPONDENT** may be held responsible for payments of damages to persons or property resulting from **RESPONDENT'S** or its subcontractors' performance of the work covered under this CONTRACT.

14.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT.

XV. INDEMNITY

15.1 **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **CITY**, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **CITY** directly or indirectly arising out of, resulting from or related to **CONTRACTOR'S** activities under this CONTRACT, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, Contractor or subcontractor of **CONTRACTOR**, and their respective officers, agents employees, directors and representatives while in the exercise the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of **CITY** arising out of or related to its activities under this CONTRACT, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE**

OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

15.2 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

15.3 CONTRACTOR shall advise the CITY in writing within 10 days of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this contract.

XVI. INDEPENDENT CONTRACTOR

16.1 RESPONDENT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that RESPONDENT shall have exclusive right to control the details of the work performed hereunder and all person performing the same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondent superior* shall not apply as between CITY and RESPONDENT, its officers, agents, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and RESPONDENT.

16.2 Any and all of the employees of the RESPONDENT, wherever located, while engaged in the performance of any work under this CONTRACT shall be considered employees of the RESPONDENT only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the RESPONDENT.

16.3 No Third Party Beneficiaries: For purposes of this CONTRACT, including its intended operation and effect, the Parties specifically agree and contract that (1) this CONTRACT only affects matters/disputes between the Parties to this CONTRACT and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may benefit incidentally by this CONTRACT; and (2) the terms of this CONTRACT are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or RESPONDENT.

XVII. COMPLIANCE WITH SMALL, MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES POLICY, NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

17.1 RESPONDENT is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts (per Ordinance #2007-04-12-0396, as amended; the "SBEDA Policy", incorporated for all purposes as if set out herein). Per Ordinance #69403, RESPONDENT agrees that RESPONDENT will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. RESPONDENT further agrees that RESPONDENT will abide by all applicable terms and provisions of CITY'S Non-Discrimination Policy and SBEDA Policy. These policies are available in CITY'S Human Resources Department, Economic Development Department and the City Clerk's Office.

17.2 The RESPONDENT agrees that if material deficiencies in any aspect of its SMWBE utilization plan as set out in its proposal are found or if RESPONDENT does not meet the SMWBE goals as specified by the CITY'S Human Resources Department, as a result of a review or investigation conducted by CITY'S Human Resources or Economic Development Departments, RESPONDENT will be required to submit a written report to the CITY'S Human Resources Department. The RESPONDENT will also be required to submit supplemental Good Faith Effort Plan (GFEP) indicating efforts to resolve any deficiencies. If the CITY'S Human Resources Department and City Attorney's Office find that material deficiencies exist, then the supplemental GFEP shall be denied and will constitute RESPONDENT's failure to resolve any deficiencies. Failure to obtain an approved GFEP within ninety (90) days of initial denial shall constitute a default and result in penalties prescribed within the SBEDA Policy.

XVIII. NON-WAIVER

18.1 The granting or acceptance of extensions of time to complete the work or furnish the materials or reports required hereunder will not operate as a release to RESPONDENT from any other covenants and conditions required in this CONTRACT.

XIX. FRAUD AND ABUSE PREVENTION

- 19.1 **RESPONDENT** shall establish, maintain and utilize internal management procedures sufficient to protect against fraud, abuse or misappropriation of funds while in performance of obligations and duties under this CONTRACT. Any suspected fraud, abuse or misappropriation of funds shall be investigated promptly at the sole expense of **RESPONDENT**. Any funds that are found to be misappropriated shall be repaid to **CITY** by **RESPONDENT** within thirty (30) days of such finding.
- 19.2 **RESPONDENT** agrees to repay **CITY** for overpayments to service providers resulting from **RESPONDENT'S** claims system's or processors' errors within 30 days of verification of overpayments.

XX. CONFLICT OF INTEREST

- 20.1 **RESPONDENT** acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the **CITY** or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 20.2 **RESPONDENT** warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the **CITY**. **RESPONDENT** further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.
- 20.3 **RESPONDENT** warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **RESPONDENT** for the purpose of securing business. For breach or violation of this warranty, **CITY** shall have the right to rescind this CONTRACT without liability or, at its discretion, to deduct from the CONTRACT price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.4 If at any time it shall be found that the person, firm or corporation to whom a CONTRACT has been awarded has, in presenting any proposal, colluded with any other party or parties, then the contract so awarded shall be voidable at **CITY's** option, and **RESPONDENT** shall be liable to **CITY** for all loss or damage that **CITY** may suffer thereby.

XXI. TERMINATION

- 21.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 21.2 Termination by Notice. This CONTRACT may be canceled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than 30 calendar days or more than 90 calendar days after the date of receipt of the notice by the other party. If the notice does not specify a date of termination, the effective date of termination shall be 30 calendar days after receipt of the notice by the other party.
- 21.3 Termination for Cause. Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters in default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59:59 p.m., Central Standard Time, on the tenth (10th) day after the receipt of the notice by the defaulting party.
- 21.4 Termination by Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or, if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.

21.5 Effect of Termination. The period between notice of termination and the effective date of termination shall be used to affect an orderly transfer of records and funds, if any, from **RESPONDENT** to **CITY** or to such person(s) or firm(s) as the **CITY** may designate. Any records transfer shall be completed within 15 calendar days of the termination date. Any such transfer of records or funds shall be completed at **RESPONDENT'S** sole cost and expense. All files are the property of the **CITY** and, at the **CITY'S** request, will be delivered at no cost to the **CITY** or its designated recipient on the effective date of termination. Any **CITY** funds held in any escrow account(s) shall be returned to the **CITY** within 30 calendar days after the effective termination date.

21.6 Upon termination or cancellation of this CONTRACT, **CITY** may immediately commence audit of **RESPONDENT'S** books, accounts, and records. Within 30 calendar days after being notified by **CITY** of the results of said audit, **RESPONDENT** shall pay **CITY** any amount shown by said audit to be owed **CITY** or its employees. No waiver of existing default shall be deemed to waive any subsequent default.

21.7 If **CITY** conducts an audit, either party to this CONTRACT may conduct a second audit, at their own expense, by the same or another independent auditor. If the results from the second audit are different, a third audit may be conducted with the costs of said audit to be shared equally between **RESPONDENT** and **CITY**. The results from said third audit shall be final.

21.8 Upon termination of this CONTRACT, in whole or in part, and/or its non-renewal, in entirety or of any major operating subsidiary, entity or portion thereof, **CITY** shall have the option to:

21.8.1 Assume all open claims pending for the terminated or non-renewed portion of the CONTRACT, as of the effective date of termination or non-renewal, provided however, that **RESPONDENT** shall be entitled to receive its full fee for all claims processed to completion into its data files prior to the effective date of termination or non-renewal; or,

21.8.2 Upon agreement of a rate of compensation by both parties, **CITY** requires **RESPONDENT** to continue administration, to conclusion, all incurred claims associated with that portion of the services terminated or non-renewed.

21.8.3 In the event **CITY** requests **RESPONDENT** to provide post-termination or non-renewal claims administration, upon agreement of a rate of compensation by both parties, **CITY** may continue to purchase on-line data services. Such rate of compensation shall thereafter be reviewed by the parties on an annual basis and continued on-line data services shall be the subject of a written agreement between the parties, subject to funding and approval of the City Council.

21.9 Within 30 calendar days of the effective date of termination or cancellation, **RESPONDENT** shall submit to **CITY** its claims, in detail, for the monies owed by **CITY** for services performed under this CONTRACT through the effective date of termination, except for monies owed for processing of claims incurred prior to the termination date and submitted for processing after the termination date.

XXII. COMPLIANCE WITH LAWS

22.1 **RESPONDENT** hereby agrees to provide services hereunder in compliance with all applicable Federal, State and local laws, regulations, policies and procedures.

XXIII. SUCCESSORS AND ASSIGNS

23.1 This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

XXIV. NOTICES

24.1 Any notice required or permitted to be given under this CONTRACT shall be sufficient if given in writing and sent by certified mail, return receipt requested, postage prepaid to **CITY**, or to **RESPONDENT** at the addresses set forth below or to any other address of which written notice of change is given:

CITY

City of San Antonio
Human Resources Department
Employee Benefits Division
111 Soledad, 2nd Floor
San Antonio, TX 78205

RESPONDENT

XXV. EXHIBITS

25.1 **RESPONDENT** understands and agrees that all exhibits referred to in this CONTRACT are intended to be and hereby are, specifically made a part of this CONTRACT. Said exhibits are as follows:

CITY's Request for Proposal	Exhibit ___
RESPONDENT'S Proposal	Exhibit ___
HIPAA Business Associate Agreement	Exhibit ___

25.2 **RESPONDENT** understands and agrees that Exhibits __, __, __, and __ are a part of this CONTRACT, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by **RESPONDENT** as completely and fully as are the obligations, conditions, tasks, products and representations imposed by this CONTRACT.

25.3 The terms of this CONTRACT shall be final and binding where there is any conflict between the terms of **CITY'S** Request for Proposal, **RESPONDENT'S** Proposal and the terms of this CONTRACT; **CITY'S** Request for Proposal shall control where it conflicts with **RESPONDENT'S** Proposal.

XXVI. LEGAL AUTHORITY

26.1 The signer of this CONTRACT for **RESPONDENT** represents, warrants, assures and guarantees full legal authority to execute this CONTRACT on behalf of **RESPONDENT** and to bind **RESPONDENT** to all of the terms, conditions, provisions and obligations herein contained.

XXVII. VENUE AND GOVERNING LAW

27.1 Venue of any court action brought directly or indirectly by reason of this CONTRACT shall be in Bexar County, Texas. This CONTRACT shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are to be performed in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIX. CAPTIONS

29.1 The captions contained in this CONTRACT are for convenience or reference purposes only and shall in no way limit, enlarge or alter the terms and/or conditions of this CONTRACT.

XXX. ENTIRE AGREEMENT

30.1 This CONTRACT, its exhibits and the authorizing ordinance constitute the final and entire agreement between the parties hereto, superseding all verbal or written agreements, previous and/or contemporaneous agreements between the parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise, regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereto and duly executed by the parties hereto.

XXXI. SEVERABILITY

31.1 If any clause or provision of this CONTRACT is illegal, invalid or unenforceable under present or future federal, state or local laws, including, but not limited to the City Charter, City Code or Ordinances of the City of San Antonio, Texas, then, and in that event, it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties to this CONTRACT that, in lieu of each clause or provision of this CONTRACT that is illegal, invalid or unenforceable, there be added as part of this CONTRACT a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

XXXII. ACKNOWLEDGMENT

32.1 Each of the parties acknowledges that it has read this CONTRACT, understands its contents and executes this CONTRACT voluntarily.

EXECUTED this the _____ day of _____, 2016.

CITY OF SAN ANTONIO

RESPONDENT

Sheryl Sculley
City Manager

APPROVED AS TO FORM:

City Attorney

RFP EXHIBIT 8
SUMMARY OF BENEFITS COVERAGE



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometouhc.com or by calling 1-866-633-2446.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	Network: \$1,300 *Individual / \$2,600 Family Non-Network: \$2,600 *Individual / \$5,200 Family Per calendar year. Services listed below as "No Charge" do not apply to the <u>deductible</u> . *Doesn't apply if policy covers 2+ people.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Network: \$4,000 *Individual / \$8,000 Family Non-Network: \$8,000 *Individual / \$16,000 Family *Doesn't apply if policy covers 2+ people.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premium , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain Pre-notification for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. For a list of <u>network providers</u> , see myuhc.com or call 1-800-996-2078	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, preferred , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-866-633-2446 or visit us at welcometouhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary.

You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.

- 
Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% co-ins after ded.	40% co-ins after ded.	None
	Specialist visit	20% co-ins after ded.	40% co-ins after ded.	None
	Other practitioner office visit	20% co-ins after ded.	40% co-ins after ded.	Spinal manipulation includes diagnosis and related services that are limited to one visit and treatment per day. Any combination of Network and Non-Network Benefits for Spinal Treatment is limited to \$500 per calendar year.
If you have a test	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services specified in the health care reform law. No coverage non-network.
	Diagnostic test (x-ray, blood work)	20% co-ins after ded.	40% co-ins after ded.	None
If you need drugs to treat your illness or condition	Imaging (CT / PET scans, MRI's)	20% co-ins after ded.	40% co-ins after ded.	None
	Tier 1 – Your Lowest-Cost Option	Retail 31&90 day: 20% co-ins after ded. Mail-Order: 20% co-ins after ded. Diabetic Pharmacy: Retail 31&90 day: 20% co-ins after ded.	Retail 31&90 day: 50% co-ins after ded.	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-notification

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>More information about prescription drug coverage is available at myuhc.com</p>	<p>Tier 2 – Your Midrange-Cost Option</p>	<p>Mail-Order: 20% co-ins after ded. Retail 31&90 day: 20% co-ins after ded. Mail-Order: 20% co-ins after ded. Diabetic Pharmacy: Retail 31&90 day: 20% co-ins after ded. Mail-Order: 20% co-ins after ded.</p>	<p>Retail 31&90 day: 50% co-ins after ded.</p>	<p>requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered. Prescription drug costs are subject to the annual deductible.</p>
	<p>Tier 3 – Your Highest-Cost Option</p>	<p>Retail 31&90 day: 20% co-ins after ded. Mail-Order: 20% co-ins after ded. Diabetic Pharmacy: Retail 31&90 day: 20% co-ins after ded. Mail-Order: 20% co-ins after ded.</p>	<p>Retail 31&90 day: 50% co-ins after ded.</p>	
	<p>Tier 4 – Additional High-Cost Options</p>	<p>Not Applicable</p>	<p>Not Applicable</p>	
<p>If you have outpatient surgery</p>	<p>Facility fee (e.g., ambulatory surgery center)</p>	<p>20% co-ins after ded.</p>	<p>40% co-ins after ded.</p>	<p>None</p>
	<p>Physician / surgeon fees</p>	<p>20% co-ins after ded.</p>	<p>40% co-ins after ded.</p>	
<p>If you need immediate medical</p>	<p>Emergency room services</p>	<p>20% co-ins after ded.</p>	<p>*20% co-ins after ded.</p>	<p>*Network deductible applies</p>

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
attention	Emergency medical transportation	20% co-ins after ded.	*20% co-ins after ded.	*Network deductible applies
	Urgent care	20% co-ins after ded.	40% co-ins after ded.	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	None
If you have mental health, behavioral health, or substance abuse needs	Mental / Behavioral health outpatient services	20% co-ins after ded.	40% co-ins after ded.	None
	Mental / Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required or benefit reduces to 50% of eligible expenses.
	Substance use disorder outpatient services	20% co-ins after ded.	40% co-ins after ded.	None
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required or benefit reduces to 50% of eligible expenses.
	Prenatal and postnatal care	20% co-ins after ded.	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
If you are pregnant	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre notification may be required for longer lengths of stay that exceed the Newborns' and Mothers' Health Protection Act of 1996.
	Home health care	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses. Any combination of Network Benefits and Non-Network Benefits is limited to 60 visits per plan year.
If you need help recovering or have other special health needs	Rehabilitation services	20% co-ins after ded.	40% co-ins after ded.	Limits per calendar year: physical, speech, occupational – 10 visits; cardiac – post cochlear

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Habilitative services	20% co-ins after ded.	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above.
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefits reduces to 50% of eligible expenses. Any combination of Network Benefits and Non-Network Benefits for Inpatient Rehabilitation is limited to 60 days per calendar year. Skilled nursing has unlimited visits.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network for DME over \$1,000. Any combination of Network and Non-Network Benefits for orthotics is limited to \$250 per plan year. Any combination of Network and Non-Network Benefits for cochlear implant device is limited to \$500 per plan year.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Limited to 180 days per calendar year. Inpatient Pre-notification is required for non-network or benefit reduces to 50% of eligible expenses.
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	No coverage for eye exams.
	Glasses	Not Covered	Not Covered	No coverage for glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

HSA Choice Plus Active Non-Uniformed CDHP Plan

Coverage Period: 01/01/2015 – 12/31/2015

Summary of Benefits and Coverage: What This Plan Covers & What it Costs **Coverage for:** Employee & Family **Plan Type:** PS1

<ul style="list-style-type: none"> • Bariatric surgery • Cosmetic surgery 	<ul style="list-style-type: none"> • Dental care (Adult/Child) • Glasses (Adult/Child) • Hearing aids • Infertility treatment 	<ul style="list-style-type: none"> • Long-term care • Non-emergency care when traveling outside the U.S. • Private-duty nursing 	<ul style="list-style-type: none"> • Routine eye care (Adult/Child) • Routine foot care • Weight loss programs
<p>Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)</p>			
<ul style="list-style-type: none"> • Chiropractic care • Acupuncture Services 			

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cchio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit www.myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at www.dol.gov/ebsa/healthreform and <http://ccio.cms.gov/programs/consumer/cagprants/index.html>.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-633-2446.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-866-633-2446.

Navajo (Dine): Diné'ehgo shika at'ohwol nimisingo, kwijijigo holne' 1-866-633-2446.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-633-2446.

-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different. See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,040
- Patient pays \$2,500

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
Total	\$7,540

Patient pays:

Deductibles	\$1,300
Copays	\$0
Coinsurance	\$1,000
Limits or exclusions	\$200
Total	\$2,500

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,260
- Patient pays \$2,140

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
Total	\$5,400

Patient pays:

Deductibles	\$1,300
Copays	\$0
Coinsurance	\$800
Limits or exclusions	\$40
Total	\$2,140

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> • Costs don't include premiums. • Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. • The patient's condition was not excluded. • All services and treatments started and ended in the same coverage period. • There are no other medical expenses for any member covered under this plan. • Out-of-pocket expenses are based only on treating the condition in the example. • The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher. • If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>✗ No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>✓ Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-866-633-2446 or visit us at welcometohc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCHIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.

Summary of Benefits and Coverage: What This Plan Covers & What it Costs



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometouhc.com or by calling 1-800-996-2078.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	Network: \$1,250 Individual / \$2,500 Family Non-Network: \$2,500 Individual / \$5,000 Family Per calendar year. Copays, Prescription drugs, and services listed below as "No Charge" do not apply to the <u>deductible</u> .	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Network: \$3,000 Individual / \$6,000 Family Non-Network: \$6,000 Individual / \$12,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premium , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain Pre-notification for services.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a <u>network</u> of providers?	Yes. For a list of <u>network providers</u> , see myuhc.com or call 1-800-996-2078.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services .

Questions: Call 1-800-996-2078 or visit us at welcometouhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.

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Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 copay per visit.	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	Premium Designated: \$35 copay per visit. Non Premium Designated: \$55 copay.	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$55 copay per visit.	40% co-ins after ded.	Benefits include diagnosis and related services and are limited to one visit and treatment per day. Cost share applies to manipulative (Spinal) services only and is limited to \$500 per calendar year.
If you have a test	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services specified in the health care reform law.
	Diagnostic test (x-ray, blood work)	20% co-ins after ded.	40% co-ins after ded.	None
If you need drugs to treat your illness or condition	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	None
	Tier 1 – Your Lowest-Cost Option	Retail 31 day: \$10 copay Mail-Order: \$20 copay Retail 90 day: \$20	Retail 31 day: 50% co-ins Retail 90 day: 50% co-ins	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs,

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>More information about prescription drug coverage is available at myuhc.com</p>	<p>Tier 2 – Your Midrange-Cost Option</p>	<p>Diabetic Pharmacy: 31&90 day: No Charge</p> <p>Retail 31 day: \$35 copay</p> <p>Mail-Order: \$70 copay</p> <p>Retail 90 day: \$70 copay</p> <p>Diabetic Pharmacy: 31 day: \$10 copay</p> <p>90 day: \$20 copay</p> <p>Retail 31 day: \$65 copay</p> <p>Mail-Order: \$130 copay</p> <p>Retail 90 day: \$130 copay</p> <p>Diabetic Pharmacy: 31 day: \$20 copay</p> <p>90 day: \$40 copay</p> <p>Retail 31 day: \$100 copay</p> <p>Mail-Order: \$200 copay</p> <p>Retail 90 day: \$200 copay</p>	<p>Retail 31 day: 50% co-ins</p> <p>Retail 90 day: 50% co-ins</p> <p>Retail 31 day: 50% co-ins</p> <p>Retail 90 day: 50% co-ins</p>	<p>including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-notification requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.</p>
<p>Tier 3 – Your Highest-Cost Option</p>	<p>Tier 4 – Additional High-Cost Options</p>	<p>Facility fee (e.g., ambulatory surgery center)</p> <p>Physician / surgeon fees</p>	<p>20% co-ins after ded.</p> <p>20% co-ins after ded.</p>	<p>40% co-ins after ded.</p> <p>40% co-ins after ded.</p>
<p>If you have outpatient surgery</p>				<p>None</p> <p>None</p>

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you need immediate medical attention	Emergency room services	20% co-ins after ded.	*20% co-ins after ded.	*Network deductible applies
	Emergency medical transportation	20% co-ins after ded.	*20% co-ins after ded.	*Network deductible applies
If you have a hospital stay	Urgent care	\$50 copay per visit.	40% co-ins after ded.	If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.
	Facility fee (e.g., hospital room)	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
If you have mental health, behavioral health, or substance abuse needs	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	None
	Mental / Behavioral health outpatient services	\$30 copay per visit.	40% co-ins after ded.	None
	Mental / Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	None
	Substance use disorder outpatient services	\$30 copay per visit.	40% co-ins after ded.	None
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	None
If you are pregnant	Prenatal and postnatal care	20% co-ins after ded.	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre notification may be required for longer lengths of stay that exceed the Newborns' and Mothers' Health Protection Act of 1996.
If you need help recovering or have other special health needs	Home health care	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses. Any combination of Network Benefits and Non-Network Benefits is limited to 60 visits

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
				per plan year.
	Rehabilitation services	20% co-ins after ded.	40% co-ins after ded.	Limits per calendar year: physical, speech, occupational – 10 visits; cardiac – post cochlear implant aural, pulmonary rehab, cardiac rehab therapy – Unlimited visits.
	Habilitative services	20% co-ins after ded.	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above.
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefits reduces to 50% of eligible expenses. Any combination of Network Benefits and Non-Network Benefits for Inpatient Rehabilitation is limited to 60 days per calendar year. Skilled nursing has unlimited visits.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network for DME over \$1,000. Any combination of Network and Non-Network Benefits for orthotics is limited to \$250 per plan year. Any combination of Network and Non-Network Benefits for cochlear implant device is limited to \$500 per plan year.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Limited to 180 days per calendar year. Inpatient Pre-notification is required for non-network or benefit reduces to 50% of eligible expenses.
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	No coverage for eye exams.
	Glasses	Not Covered	Not Covered	No coverage for glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for dental check-up.

Choice Plus Active Non-Uniformed Value Plan

Coverage Period: 01/01/2015 – 12/31/2015

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)			
<ul style="list-style-type: none"> Bariatric surgery Cosmetic surgery 	<ul style="list-style-type: none"> Dental care (Adult/Child) Glasses (Adult/Child) Hearing aids Infertility treatment 	<ul style="list-style-type: none"> Long-term care Non-emergency care when traveling outside the U.S. Private-duty nursing 	<ul style="list-style-type: none"> Routine eye care (Adult/Child) Routine foot care Weight loss programs
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)			
<ul style="list-style-type: none"> Chiropractic care Acupuncture Services 			

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cchio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit www.myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at www.dol.gov/ebsa/healthreform and <http://ccio.cms.gov/programs/consumer/capgrants/index.html>.

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Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-996-2078.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-996-2078.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-996-2078.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-996-2078.

-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,020
- Patient pays \$2,520

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$1,300
Copays	\$20
Coinsurance	\$1,000
Limits or exclusions	\$200
Total	\$2,520

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,360
- Patient pays \$2,040

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$1,000
Copays	\$1,000
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$2,040



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> • Costs don't include premiums. • Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. • The patient's condition was not excluded. • All services and treatments started and ended in the same coverage period. • There are no other medical expenses for any member covered under this plan. • Out-of-pocket expenses are based only on treating the condition in the example. • The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher. • If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>X No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>X No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>✓ Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-800-996-2078 or visit us at welcometohc.com. If you aren't clear about any of the undefined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCHIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometouhc.com or by calling 1-800-996-2078.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	Network: \$250 Individual / \$500 Family Non-Network: \$500 Individual / \$1,000 Family Per calendar year. Prescription drugs, and services listed below as "No Charge" do not apply to the <u>deductible</u> .	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket</u> limit on my expenses?	Network: \$500 Individual / \$1,500 Family Non-Network: \$1,000 Individual / \$3,000 Family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket</u> limit?	<u>Premium</u> , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain Pre-notification for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a <u>network</u> of providers?	Yes. For a list of <u>network providers</u> , see myuhc.com or call 1-800-996-2078.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-996-2078 or visit us at welcometouhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCHIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% co-ins after ded.	40% co-ins after ded.	None
	Specialist visit	20% co-ins after ded.	40% co-ins after ded.	None
	Other practitioner office visit	20% co-ins after ded.	40% co-ins after ded.	Cost share applies to manipulative (Spinal) services only and is unlimited per calendar year.
	Preventive care / screening / immunization	0% co-ins after ded.	40% co-ins after ded.	Includes preventive health services specified in the health care reform law.
If you have a test	Diagnostic test (x-ray, blood work)	20% co-ins after ded.	40% co-ins after ded.	None
	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	None
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: 0% co-ins Mail-Order: 0% co-ins	Retail: 20% co-ins Mail-Order: 20% co-ins	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-notification requirement or may result in a higher cost. If
	Tier 2 – Your Midrange-Cost Option	Retail: 20% co-ins Mail-Order: 10% co-ins	Retail: 40% co-ins Mail-Order: 40% co-ins	
More information about				

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>prescription drug coverage is available at myuhc.com</p>	<p>Tier 3 – Your Highest-Cost Option</p> <p>Tier 4 – Additional High-Cost Options</p>	<p>Retail: 30% co-ins Mail-Order: 20% co-ins</p> <p>Not Applicable</p>	<p>Retail: 50% co-ins Mail-Order: 50% co-ins</p> <p>Not Applicable</p>	<p>you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered. Out of Pocket limit: \$150 Individual / \$300 Family. Prescription drugs apply to the prescription drug out-of-pocket-limit.</p>
<p>If you have outpatient surgery</p>	<p>Facility fee (e.g., ambulatory surgery center) Physician / surgeon fees</p>	<p>20% co-ins after ded. 20% co-ins after ded.</p>	<p>40% co-ins after ded. 40% co-ins after ded.</p>	<p>None None</p>
<p>If you need immediate medical attention</p>	<p>Emergency room services Emergency medical transportation Urgent care</p>	<p>20% co-ins after ded. 20% co-ins after ded. 20% co-ins after ded.</p>	<p>*20% co-ins after ded. 40% co-ins after ded. 40% co-ins after ded.</p>	<p>*Network deductible applies *Network deductible applies None</p>
<p>If you have a hospital stay</p>	<p>Facility fee (e.g., hospital room) Physician / surgeon fees</p>	<p>20% co-ins after ded. 20% co-ins after ded.</p>	<p>40% co-ins after ded. 40% co-ins after ded.</p>	<p>Pre-notification is required non-network or benefit reduces to 50% of eligible expenses. None</p>
<p>If you have mental health, behavioral health, or substance abuse needs</p>	<p>Mental / Behavioral health outpatient services Mental / Behavioral health inpatient services</p>	<p>20% co-ins after ded. 20% co-ins after ded.</p>	<p>40% co-ins after ded. 40% co-ins after ded.</p>	<p>None None</p>

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Substance use disorder outpatient services	20% co-ins after ded.	40% co-ins after ded.	None
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	None
	Prenatal and postnatal care	20% co-ins after ded.	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Inpatient Pre-notification may apply.
	Home health care	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
If your child needs dental or eye care	Rehabilitation services	20% co-ins after ded.	40% co-ins after ded.	Outpatient rehabilitation services are unlimited per calendar year.
	Habilitative services	20% co-ins after ded.	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above.
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Inpatient Pre-notification is required for non-network or benefit reduces to 50% of eligible expenses.
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	No coverage for eye exams.
	Glasses	Not Covered	Not Covered	No coverage for glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)			
<ul style="list-style-type: none"> Bariatric surgery Cosmetic surgery 	<ul style="list-style-type: none"> Dental care (Adult/Child) Glasses (Adult/Child) Hearing aids 	<ul style="list-style-type: none"> Long-term care Non-emergency care when traveling outside the U.S. Private-duty nursing 	<ul style="list-style-type: none"> Routine eye care (Adult/Child) Routine foot care Weight loss programs
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)			
<ul style="list-style-type: none"> Chiropractic care Acupuncture Services In-Vitro treatment 			

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit www.myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at www.dol.gov/ebsa/healthreform and <http://ccio.cms.gov/programs/consumer/capgrants/index.html>.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-996-2078.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-996-2078.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijijigo holne' 1-800-996-2078.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-996-2078.

-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,840
- Patient pays \$700

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
Total	\$7,540

Patient pays:

Deductibles	\$300
Copays	\$0
Coinsurance	\$200
Limits or exclusions	\$200
Total	\$700

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,860
- Patient pays \$540

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
Total	\$5,400

Patient pays:

Deductibles	\$200
Copays	\$0
Coinsurance	\$300
Limits or exclusions	\$40
Total	\$540

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> Costs don't include premiums. Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. The patient's condition was not excluded. All services and treatments started and ended in the same coverage period. There are no other medical expenses for any member covered under this plan. Out-of-pocket expenses are based only on treating the condition in the example. The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher. If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p><input checked="" type="checkbox"/> No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p><input checked="" type="checkbox"/> No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p><input checked="" type="checkbox"/> Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p><input checked="" type="checkbox"/> Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-800-996-2078 or visit us at welcometouhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCHIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometouhc.com or by calling 1-800-996-2078.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	Network: \$250 Individual / \$500 Family Non-Network: \$500 Individual / \$1,000 Family Per calendar year. Prescription drugs, and services listed below as "No Charge" do not apply to the <u>deductible</u> .	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Network: \$600 Individual / \$1,500 Family Non-Network: \$1,200 Individual / \$3,000 Family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premium</u> , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain Pre-notification for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. For a list of <u>network providers</u> , see myuhc.com or call 1-800-996-2078.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-996-2078 or visit us at welcometouhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% co-ins after ded.	40% co-ins after ded.	None
	Specialist visit	20% co-ins after ded.	40% co-ins after ded.	None
	Other practitioner office visit	20% co-ins after ded.	40% co-ins after ded.	Cost share applies to manipulative (Spinal) services only and is unlimited per calendar year.
If you have a test	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services specified in the health care reform law.
	Diagnostic test (x-ray, blood work)	20% co-ins after ded.	40% co-ins after ded.	None
If you need drugs to treat your illness or condition	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	None
	Tier 1 – Your Lowest-Cost Option	Retail: 0% co-ins Mail-Order: 0% co-ins	Retail: 20% co-ins Mail-Order: 20% co-ins	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply
	Tier 2 – Your Midrange-Cost Option	Retail: 20% co-ins Mail-Order: 10% co-ins	Retail: 40% co-ins Mail-Order: 40% co-ins	You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-notification requirement or may result in a higher cost. If
More information about				

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>prescription drug coverage is available at myuhc.com</p>	<p>Tier 3 – Your Highest-Cost Option</p> <p>Tier 4 – Additional High-Cost Options</p>	<p>Retail: 30% co-ins Mail-Order: 20% co-ins</p> <p>Not Applicable</p>	<p>Retail: 50% co-ins Mail-Order: 50% co-ins</p> <p>Not Applicable</p>	<p>you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered. Out of Pocket limit: \$150 Individual / \$300 Family. Prescription drugs apply to the prescription drug out-of-pocket-limit.</p>
<p>If you have outpatient surgery</p>	<p>Facility fee (e.g., ambulatory surgery center) Physician / surgeon fees</p>	<p>20% co-ins after ded. 20% co-ins after ded.</p>	<p>40% co-ins after ded. 40% co-ins after ded.</p>	<p>None None</p>
<p>If you need immediate medical attention</p>	<p>Emergency room services Emergency medical transportation Urgent care</p>	<p>20% co-ins after ded. 20% co-ins after ded. 20% co-ins after ded.</p>	<p>*20% co-ins after ded. *20% co-ins after ded. 40% co-ins after ded.</p>	<p>*Network deductible applies *Network deductible applies None</p>
<p>If you have a hospital stay</p>	<p>Facility fee (e.g., hospital room) Physician / surgeon fees</p>	<p>20% co-ins after ded. 20% co-ins after ded.</p>	<p>40% co-ins after ded. 40% co-ins after ded.</p>	<p>Pre-notification is required non-network or benefit reduces to 50% of eligible expenses. None</p>
<p>If you have mental health, behavioral health, or substance abuse needs</p>	<p>Mental / Behavioral health outpatient services Mental / Behavioral health inpatient services</p>	<p>20% co-ins after ded. 20% co-ins after ded.</p>	<p>40% co-ins after ded. 40% co-ins after ded.</p>	<p>None None</p>

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Substance use disorder outpatient services	20% co-ins after ded.	40% co-ins after ded.	None
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	None
If you are pregnant	Prenatal and postnatal care	20% co-ins after ded.	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Inpatient Pre-notification may apply.
If you need help recovering or have other special health needs	Home health care	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Rehabilitation services	20% co-ins after ded.	40% co-ins after ded.	Outpatient rehabilitation services are unlimited per calendar year.
	Habilitative services	20% co-ins after ded.	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above.
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Inpatient Pre-notification is required for non-network or benefit reduces to 50% of eligible expenses.
	Eye exam	Not Covered	Not Covered	No coverage for eye exams.
	Glasses	Not Covered	Not Covered	No coverage for glasses.
If your child needs dental or eye care	Dental check-up	Not Covered	Not Covered	No coverage for dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)			
<ul style="list-style-type: none"> Bariatric surgery Cosmetic surgery 	<ul style="list-style-type: none"> Dental care (Adult/Child) Glasses (Adult/Child) Hearing aids 	<ul style="list-style-type: none"> Long-term care Non-emergency care when traveling outside the U.S. Private-duty nursing 	<ul style="list-style-type: none"> Routine eye care (Adult/Child) Routine foot care Weight loss programs
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-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

Choice Plus Police Plan

Coverage Period: 01/01/2015 – 12/31/2015

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



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Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,740
- Patient pays \$800

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
Total	\$7,540

Patient pays:

Deductibles	\$300
Copays	\$0
Coinsurance	\$300
Limits or exclusions	\$200
Total	\$800

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,760
- Patient pays \$640

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
Total	\$5,400

Patient pays:

Deductibles	\$200
Copays	\$0
Coinsurance	\$400
Limits or exclusions	\$40
Total	\$640

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> • Costs don't include premiums. • Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. • The patient's condition was not excluded. • All services and treatments started and ended in the same coverage period. • There are no other medical expenses for any member covered under this plan. • Out-of-pocket expenses are based only on treating the condition in the example. • The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher. • If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>X No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>X No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>✓ Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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RFP EXHIBIT 9

ZIP CODES (ACTIVE CIVILIAN, UNIFORM, & PRE-65 RETIREES ENROLLED IN MEDICAL; ACTIVE CIVILIAN OPT-OUTS)

Zip Code	# Residing	Zip Code	# Residing	Zip Code	# Residing	Zip Code	# Residing
00725	1	78059	22	78216	178	78268	4
22124	1	78061	2	78217	106	78269	3
22202	1	78063	33	78218	86	78270	3
29550	1	78064	30	78219	59	78278	5
37115	1	78065	43	78220	90	78279	3
38732	1	78066	6	78221	241	78280	2
46033	1	78069	30	78222	123	78283	11
46526	1	78070	49	78223	401	78292	1
59928	1	78073	31	78224	125	78297	1
60056	1	78101	58	78225	96	78368	1
60061	1	78108	150	78226	37	78405	1
75035	1	78109	133	78227	205	78504	1
75233	1	78112	27	78228	359	78516	1
76085	1	78113	13	78229	84	78572	1
76180	1	78114	147	78230	175	78606	7
76571	1	78117	2	78231	42	78610	3
76856	1	78118	3	78232	171	78620	1
77002	1	78121	63	78233	152	78624	2
77049	1	78123	1	78234	1	78628	1
77077	1	78124	16	78235	10	78640	6
77328	1	78130	73	78237	220	78654	1
77399	1	78131	2	78238	112	78655	1
77437	1	78132	57	78239	95	78660	1
77459	1	78133	23	78240	248	78666	6
78002	35	78140	1	78242	126	78671	2
78003	17	78147	11	78243	1	78681	2
78004	5	78148	68	78244	118	78702	2
78005	3	78152	15	78245	445	78722	1
78006	126	78154	140	78246	2	78735	1
78008	1	78155	26	78247	280	78736	1
78009	47	78156	1	78248	65	78737	3
78011	1	78160	15	78249	286	78739	1
78013	3	78161	6	78250	332	78745	1
78015	45	78163	76	78251	361	78747	1
78016	34	78201	225	78252	46	78748	3
78017	1	78202	36	78253	280	78834	1
78023	228	78203	39	78254	363	78840	2
78025	2	78204	57	78255	98	78850	3
78026	11	78205	8	78256	35	78861	36
78027	2	78207	241	78257	13	78880	1
78028	8	78208	16	78258	170	78881	1
78039	7	78209	160	78259	136	78884	2
78050	3	78210	235	78260	154	78945	1
78052	38	78211	168	78261	111	79943	1
78054	2	78212	162	78263	41	85083	1
78055	1	78213	194	78264	49	90302	1
78056	19	78214	144	78265	4		
78057	2	78215	19	78266	19		
						TOTAL	10,828

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

- d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?
Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such
cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors
under state or federal proceedings?
Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of
assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action,
from any regulatory bodies or professional organizations?
Yes ___ No ___ If "Yes", state the name of the regulatory body or professional organization, date and reason
for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?
Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date,
contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization
that failed to complete a contract?
Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services
contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her
own name?
Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services
contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. One reference should be a municipality or public sector client. Additionally, please include one reference for a terminated client.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

A complete response to this questionnaire must accompany all Requests for Proposals. A response such as “See Proposal” is not sufficient unless there is proper reference to the specific section of the proposal addressing the question.

1. Please provide a brief history of your organization including headquarters of administrative services and any parent company relationship.
2. Please state how many years the organization has been providing TPA and/or PBM administrative services.
3. Explain the organization’s ownership structure, listing all separate legal entities and their relationships within the structure.
4. Please list all employees that will be assigned to the City’s account including, their titles, roles and responsibilities and information regarding advanced customer service systems and programs, personal ownership and commitment by customer service staff to provide prompt and accurate information to members.
5. Please provide the enrollment data requested below for your total book of business for 2015.

Plan Sponsor/Type	Total Number of Clients	Total Lives	Client Retention Rate
Self-funded employers			
Fully-funded employers			
Self-funded municipalities			
Fully-funded municipalities			

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Please include responses to the following questions regarding your proposed plan:

Claims Processing and Administration

1. Where will claim processing be handled?
2. Where will customer service calls be handled?
3. Will staff be dedicated to the Plan Sponsor for no additional cost?
4. What is the staffing model for serving the Plan Sponsor?
5. Please provide claim adjudication statistics for the proposed claim office in the table below

	Your Standard	2015 Results
Financial accuracy (percent of dollars paid correctly)		
Overall accuracy (average payment incidence accuracy)		
Percentage of clean claims completed in 15 calendar days		
Percentage of clean claims completed in 30 days		

6. Please provide sample of performance guarantees and administrative fee adjustments for failure to meet implementation and ongoing service requirements.
7. Please indicate the amount of Implementation Credit you will provide, which will be funds that the City of San Antonio may use to offset "Implementation expenses." At no point will the City be required to pay for used or unused portions of the credit offered by your organization.
8. Please describe technologies which assure claims payment accuracy and timely turnaround; electronic eligibility interface; flexible technology to respond promptly and efficiently to rapid plan design changes, interactive voice response for members when accessing services, and/or web applications.
9. When was the most recent major upgrade of your claim processing system and what was the impact?
10. Are there any plans to replace the claim processing system within the next three years at the claim office you are proposing for this plan? If yes, when and why?
11. Please provide a description of your fraud control programs. Specifically describe your internal fraud control procedures for prevention of the following:
 - a. Processor or other internal fraud
 - b. Provider fraud
 - c. Enrollee fraud
 - d. Method of reporting fraud control activities and results back to clients
 - e. Where are offices located that will handle fraud; provide staffing for these offices and an organization chart.
12. Describe your standard appeals procedures for disputed claims.
13. Do you provide services for Independent Review for external review claims?
14. Describe your standard subrogation process.
15. Please provide sample reporting to include but not limited to:
 - a. Report monthly and/or quarterly on claims volume by plan including diagnostic category.
 - b. Census by demographic profiles
 - c. Recoveries for coordination of benefits, subrogation, claims processing errors, etc.
 - d. Large case claimants by plan, to include diagnosis, prognosis, current month claim payments, cumulative claims paid, reserve amount
 - e. Report of participant activity by plan for preventative screenings, physical exams, etc.
 - f. Ability for the City to access "drill-down" reporting on specified utilization concerns of the City
 - g. Ability to report on appeals status and turn-around performance, etc.
16. Sample explanation of benefits forms, coordination of benefits requests, requests for third party accident forms, and other notices that would be provided to members. Can the above reports be pulled off the respondent's portal? If so, how often?
17. Will respondent provide a monthly large case review with the clinical consultant for no additional cost?
18. Please provide GeoAccess and disruption reports based on access standards per the census provided. Include for providers within 5 miles, 10 miles and within 15 miles.

19. For the service areas for San Antonio, TX, state the total number of practices open and closed. Please note the list below is not all inclusive, please make additions as appropriate.
 - Family practice
 - Internal medicine
 - OB/GYN
 - Pediatrics
 - Specialists
 - Hospital
 - Urgent Care
 - Emergency
 - Laboratory Services
 - Ambulatory
 - Durable Medical Equipment
 - Outpatient Mental Health
 - Mid-wife
20. Please describe your network options -- particularly the ability to use more than one network. For example, use of a limited network in our primary service area and a broad network.
21. Describe any Accountable Care Organization arrangements you provide, if any.
22. Describe the credentialing process for Providers and Facilities.
23. Please provide details on the eligibility file requirements and limits of file transfers to third parties for administration of an unbundled pharmacy program.
24. Are there limits on file transfers to third parties for administration of program? What is included in respondent's pricing? What is extra?
25. Please provide a sample timeline for implementation assuming a contract is granted May 1 or June 1. Please include a project plan with a milestone calendar.
26. Please provide a target in-network discount percentage.
27. Describe options for savings associated with out-of-network physicians and facilities
28. Describe the process used for managing reconciliation of Medicare secondary payer claims.
29. Please elaborate on demonstrable reputation as provider of top notch customer service to the employees and benefits staff; proven communication programs and support for promoting value of plans to employees, and other value communication techniques developed; call center structure for efficient response and tracking on inquiries from employees.
30. Please outline the ability to provide dedicated account manager to develop partnership and alliance with the City to evaluate plan operation issues and offer solutions, to evaluate plan cost/benefit trends and advise and make recommendations to the City regarding options to balance cost and benefits, offer ideas toward proactive plan management and to optimize plan performance.
31. Account management may be asked during budget preparation to appear and/or present to Mayor, Council and/or City Manager on plan design considerations, claims utilization and costing analysis as needed. Such requests may occur with minimal notice. Please describe Respondent's ability to become available as needed.
32. Will respondent be willing to extend any wellness credits to the City in support of their wellness initiatives?
33. The City will require both a pre-implementation audit and full claim audit at least 1 time every two years of a contract period at no cost to the City. Will you be able to support this?
34. Will respondent provide reporting for ACA purposes for transitional reinsurance?
35. Is there anything specific respondent needs for auditing purposes? Will the City be able to pull data after term?
36. Will respondent provide a full claim file up to 4 times per year for data analysis – at no cost to the City?
37. Will respondent provide a disruption report at least annually based on the access criteria set by the City?
38. What is respondent's definition of custom reporting and what allocation of reports or hours are included in pricing? What is the hourly rate for reports exceeding the allocation?
39. Please provide sample employer and employee portal pages.
40. Please provide statistics on employee resolutions as well as statistics for each service line when an employee calls into the help line.
41. Please provide a sample summary plan description (SPD).
42. Will respondent mail out SBCs to employees for no additional cost to the City?
43. Please provide a BAA sample agreement.
44. Please note, the City's open enrollment period is typically 15 days during the month of October/ November. Please confirm respondent will be able accommodate all necessary activities (e.g. loading files, ID card production, etc.) to meet a 1/1 start date.
45. What is respondent's preferred billing method? Are there any alternatives?
46. Please provide vendor fiduciary levels and any fees associated with each level.
47. Please provide one example of an innovative partnership with one of your clients.

The following additional services are required as part of third party health care claims administration:

Health Savings Account (HSA) Administration

1. Do you provide a separate card for health savings accounts?
2. Do you accommodate a banking facility for administration of health savings account ?
3. If provided, are these services sub-contracted? Please identify bank name and location.
4. Where would customer service for members and benefits staff be handled?
5. Please provide organization chart for account management team for HSA administration.
6. Please describe the process for submitting participant funding information to bank.
7. Will members be provided web access for account information?
8. How are accounts established and activated?
9. How are funds associated with inactive accounts managed?
10. Please provide a sample discrepancy report which provides a list of employees whose funds could not be deposited into an active account. How often can this report be provided?
11. How does the respondent manage accounts to ensure no account goes above IRS limits?
12. Will vendor manage accounts to avoid excess contributions?
13. Please provide sample monthly/quarterly reports to be provided to plan sponsor.
14. Are members provided IRS forms for tax purposes? Please provide sample forms.
15. Describe process for correction of errors
16. Please provide statistics on employee resolutions as well as statistics for each service line when an employee calls into the help line.
17. Please note, the City's open enrollment period is typically 15 days during the month of October/ November. Please confirm respondent will be able accommodate all necessary activities (e.g. loading files, ID card production, etc.) to meet a 1/1 start date.

Flexible Spending Account (FSA) Administration

1. Do you provide debit card or paper claims processing for administration of flexible spending accounts?
2. If provided, is the flexible spending account card an annual or perpetual card?
3. If provided, are these services sub-contracted? Please identify service provider name and location.
4. Where would customer service for members and benefits staff be handled?
5. How does the respondent manage accounts to ensure no account goes above IRS limits?
6. Please provide organization chart for account management team for FSA administration.
7. Please describe the process for submitting participant account information to the vendor.
8. Please describe your substantiation process and run out period.
9. Please provide sample of monthly/quarterly reports to be provided to the City for reconciliation and identification of forfeitures.
10. Please provide statistics on employee resolutions as well as statistics for each service line when an employee calls into the help line.
11. Please note, the City's open enrollment period is typically 15 days during the month of October/ November. Please confirm respondent will be able accommodate all necessary activities (e.g. loading files, ID card production, etc.) to meet a 1/1 start date.

COBRA Administration

1. Do you provide for administration of COBRA services to include:
 - a. Providing initial notice to new hires
 - b. Cobra notice and election form
 - c. Direct Billing and Collection
 - d. Notification to carriers of enrollment and termination
 - e. Open enrollment services
2. If provided, please describe your direct billing process.
3. If provided, are these services sub-contracted? Please identify service provider name and location.
4. What is respondent's process to ensure the quality of subsidized retiree medical data is maintained?
5. Where would customer service for members and benefits staff be handled?
6. Please provide organization chart for account management team.
7. Please describe the process for submitting employee data.
8. Please provide sample monthly/quarterly reports to be provided to the City.
9. Please provide statistics on employee resolutions as well as statistics for each service line when an employee calls into the help line.

Pharmacy Benefit Management

The City of San Antonio will consider Pharmacy Benefit Management (PBM) services as part of Third Party Administrator (TPA) services or as a standalone PBM vendor:

1. For those third party administrators with integrated pharmacy services, who is your pharmacy benefit manager?
2. Please describe methodology for ingredient costing and whether zero balance costing is applied.
3. Please describe your mail-order system.
4. Please describe available programs/options to control high costs associated with compound drugs and specialty drugs.
5. Please describe your patient compliance program. What interventions do you perform? What evidence do you have of the program's success?
6. Please provide your ability to interface with other carriers for the delivery of claims data that supports plan design (deductibles, maximum out of pocket),
7. Please describe your formulary process -- how drugs are selected, by whom, how often it is updated, etc.
8. Please describe your ability to manage a customized formulary (one of our design).
9. Please describe how you communicate the formulary and any midyear changes to the formulary to physicians, pharmacists and our employees.
10. Please describe your rebate process -- how do you track utilization, how and when you submit utilization to manufacturers, how and when you distribute rebate monies.
11. What pharmacy rebate guarantees are you providing?
12. Will respondent provide and mail creditable coverage notices for no additional cost to the City.
13. When a formulary change occurs, will respondent send a target communication to affected individuals 60 days prior to the change taking effect? If so, please provide a copy of the communication.
14. Please confirm a pre-implementation audit would include pharmacy as well as medical.
15. Please list all national and local retail pharmacies available to members.
16. Please provide statistics on employee resolutions as well as statistics for each service line when an employee calls into the help line.
17. Please note, the City's open enrollment period is typically 15 days during the month of October/ November. Please confirm respondent will be able accommodate all necessary activities (e.g. loading files, ID card production, etc.) to meet a 1/1 start date.
18. Please indicate the amount of Implementation Credit you will provide, which will be funds that the City of San Antonio may use to offset "Implementation expenses." At no point will the City be required to pay for used or unused portions of the credit offered by your organization.
19. All retail and Retail-90 claims must be priced using "lowest of logic," which means that claims will price at the lowest of the discounted ingredient price plus dispensing fee, the MAC plus dispensing fee, or the pharmacy's U&C amount (including the pharmacy's sale price, if any). Pharmacies/Offerors will not be allowed to use "zero balance logic" or charge a "minimum copayment amount." Please explain if the above does not meet your criteria.

Additional Value-added Services

1. Please provide a list and summary of additional value added services not mentioned above with a price schedule.

Additional marketing/advertising materials, brochures, flyers, etc. are not necessary to submit in this section or in your overall proposal. Please provide responses to the questions listed in this attachment only in your submission for evaluation. The answers should be concise, and as brief as possible without being vague.

RFP ATTACHMENT B

PRICE SCHEDULE

Posted as separate documents, Attachment B-1 and Attachment B-2

Please note that there are two separate excel spreadsheets required for the price schedule submission. After completing these spreadsheets and making appropriate selections, please save and attach them to your response as PDF documents.

RFP Attachment B-1: Administrative Services Only (ASO) Fees

RFP Attachment B-2: Pharmacy Benefits Management

Repondents electing Option 1 (ASO, FSA, HSA, COBRA and PBM) complete Attachment B-1 and Attachment B-2.

Respondents electing Option 2 (ASO only) complete only Attachment B-1.

Respondents electing Option 3 (PBM only) complete only Attachment B-2.

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT E

SBEDA FORM(S)

Posted as separate documents.

RFP ATTACHMENT F
LOCAL PREFERENCE PROGRAM FORM(S)

Posted as separate documents.

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as separate documents.

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

RFP ATTACHMENT I

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City’s Certified Respondent Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 7, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibit 2 and 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a “high-profile” contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

While Co-Respondent does not have to submit a copy of Respondent’s proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT J

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B-1 and B-2	
*Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
*SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
*Local Preference Identification Program Form RFP Attachment F	
*Veteran-Owned Small Business Preference Program Form RFP Attachment G	
**Certificate of Interested Parties (Form 1295) RFP Attachment H	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter; see letter detail in Section 008 Copy of Current Certificate of Insurance	
*Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One (1) Original, fifteen (15) hard copies and one (1) CD or USB flash drive of entire proposal in PDF format, if submitting in hard copy.	
*Addendums, if applicable	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

**Certificate of Interested Parties (Form 1295) requires notarization.

Please be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.